



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Contract for 2010 Alley Reconstruction Project to George Reed, Inc., of Lodi (\$226,454.40)

MEETING DATE: February 17, 2010

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution awarding the contract for the 2010 Alley Reconstruction Project to George Reed, Inc., of Lodi, in the amount of \$226,454.40.


BACKGROUND INFORMATION: This project consists of reconstructing three alleys with 866 tons of asphalt concrete, installing 1,856 lineal feet of pervious concrete valley gutter, and other incidental and related work, all as shown on the plans and specifications for the "2010 Alley Reconstruction Project." The location of the alleys to be reconstructed is provided in Exhibit A.

The three alleys planned for reconstruction were selected from Streets Maintenance District 1 because it contains the oldest alleys in the community. All alleys in the District were evaluated and ranked based upon condition, drainage problems, and the number of fronting residences. The City will be using Community Development Block Grant (CDBG) funds to reconstruct the alleys with new asphalt concrete pavement. Due to the relative flatness of the alley, a pervious concrete valley gutter will be installed in the center of the alley to handle the storm drainage. The pervious concrete will allow storm water to percolate to the underlying soil during low-flow situations and will solve the majority of the water ponding problems. The alley will also be graded to drain to the adjacent streets during more intense storm events. This project is the first of its kind in the City for many years and is the first project in the City to use the pervious concrete. If it proves to be successful, future alley projects will be constructed using similar methods.

Plans and specifications for this project were approved on January 6, 2010. The City received the following 11 bids for this project on February 2, 2010. Two bids were rejected for failing to include the mandatory addenda acknowledgements.

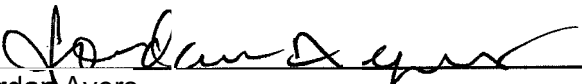
Bidder	Location	Bid
Engineer's Estimate		\$247,348.00
George Reed, Inc.	Lodi	\$ 226,454.40
G&L Brock Construction	Stockton	Bid Rejected
A.M. Stephens Construction	Lodi	\$ 257,378.80
Granite Construction	Stockton	\$ 260,985.00
Knife River Construction	Stockton	\$ 268,685.70
P.E. Pacific Engineering	Bakersfield	\$271,272.40
Teichert Construction	Stockton	\$ 303,342.60
Hensley's Paving, Inc.	Waterford	\$ 313,165.82
Haskell & Haskell Company	Knights Ferry	\$ 321,463.99
Donniker Construction	Avery	Bid Rejected
Robert Burns Construction	Stockton	\$ 323,892.92

APPROVED:


Blair King, City Manager

FISCAL IMPACT: There will be a decrease in street maintenance for the reconstructed alleys.

FUNDING AVAILABLE:	08-21 Urban County Funds CDBG	\$107,000
	09-02 Entitlement CDGB	\$220,000


Jordan Ayers
Deputy City Manager/Internal Services Director


F. Wally Sandelin
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer

FWS/LC/pmf

Attachment

cc: City Attorney
Purchasing Officer
Streets and Drainage Superintendent
Senior Civil Engineer Chang
Management Analyst Areida-Yadav
Neighborhood Services Manager



2010 ALLEY RECONSTRUCTION PROJECT

CONTRACT

**Alley North of Elm Street, Garfield Street to Cherokee Lane
Alley North of Pine Street, Washington Street to Central Avenue
Alley North of Locust Street, Central Avenue to Garfield Street**

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and GEORGE REED, INC., herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 2002 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time,

and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

The work consists of reconstructing the alleys with 866 tons of asphalt concrete, installing 1,856 lineal feet of pervious concrete alley gutter, and other incidental and related work, all as shown on the plans and specifications for "2010 Alley Reconstruction Project".

CONTRACT ITEMS

**Schedule ■ - Alley North of Pine Street, Washington Street to Central Avenue;
Alley North of Locust Street, Central Avenue to Garfield Street**

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Traffic Control	LS	■	\$ 6,000.00	\$ 6,000.00
2.	Clearing and Grubbing	LS	1	\$ 3,000.00	\$ 3,000.00
3.	Roadway Excavation	CY	676	\$ 22.00	\$14,872.00
4.	Compact Original Ground	SF	20,538	\$ 0.35	\$ 7,188.30
5.	Concrete Subgrade Compaction	SF	4,304	\$ 1.60	\$ 6,886.40
6.	Asphalt Concrete	TON	532	\$ 80.00	\$42,560.00
7.	Concrete Alley Approach	SF	2,022	\$ 9.00	\$18,198.00
8.	Install Concrete Band	LF	87	\$ 20.00	\$ 1,740.00
9.	Pervious Concrete Alley Gutter	LF	1,141	\$ 13.00	\$14,833.00
10.	Adjust Manhole Frame and Cover to Grade	EA	4	\$ 650.00	\$ 2,600.00

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
11.	Adjust Monitoring Well Frame and Cover to Grade	EA	1	\$ 900.00	\$ 900.00
12.	Adjust Water Valve Frame and Cover to Grade	EA	2	\$ 500.00	\$ 1,000.00
13.	Adjust Water Meter Box to Grade	EA	37	\$ 250.00	\$ 9,250.00
14.	Adjust Wastewater Cleanout to Grade	EA	6	\$ 250.00	\$ 1,500.00

Schedule 1 Total \$ 130,527.70

Schedule 2: Alley North of Elm Street, Garfield Street to Cherokee Lane

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Traffic Control	LS	1	\$ 6,000.00	\$ 6,000.00
2.	Clearing and Grubbing	LS	1	\$ 3,000.00	\$ 3,000.00
3.	Roadway Excavation	CY	530	\$ 22.00	\$1 1,660.00
4.	Compact Original Ground	SF	12,870	\$ 0.35	\$ 4,504.50
5.	Concrete Subgrade Compaction	SF	2,412	\$ 1.60	\$ 3,859.20
6.	Asphalt Concrete	TON	334	\$ 80.00	\$26,720.00
7.	Concrete Alley Approach	SF	982	\$ 9.00	\$ 8,838.00
8.	Pervious Concrete Alley Gutter	LF	715	\$ 13.00	\$ 9,295.00
9.	Relocate Wastewater Service	EA	1	\$ 2,500.00	\$ 2,500.00

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
10.	Furnish Water Valve Frame and Cover	EA	1	\$ 650.00	\$ 650.00
11.	Adjust Manhole Frame and Cover to Grade	EA	6	\$ 900.00	\$ 5,400.00
12.	Adjust Water Valve Frame and Cover to Grade	EA	1	\$ 500.00	\$ 500.00
13.	Adjust Water Meter Box to Grade	EA	23	\$ 250.00	\$ 5,750.00
14.	Adjust Wastewater Cleanout to Grade	EA	29	\$ 250.00	\$ 7,250.00

Schedule 2 Total \$ 95,926.70

Total = Schedule 1 plus Schedule 2 \$ 226,454.40

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within 25 WORKING DAYS.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR: CITY OF LODI

By: _____
Blair King
City Manager


By: _____ Date: _____

Title
Attest:

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney


RESOLUTION NO. 2010-15

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING CONTRACT FOR 2010 ALLEY
RECONSTRUCTION PROJECT

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WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on February 2, 2010, at 11:00 a.m. for the 2010 Alley Reconstruction Project, described in the plans and specifications therefore approved by the City Council on January 6, 2010; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Bid
George Reed, Inc.	\$ 226,454.40
G&L Brock Construction	Bid Rejected
A.M. Stephens Construction	\$ 257,378.80
Granite Construction	\$ 260,985.00
Knife River Construction	\$ 268,685.70
P.E. Pacific Engineering	\$ 271,272.40
Teichert Construction	\$ 303,342.60
Hensley's Paving, Inc.	\$ 313,165.82
Haskell & Haskell Company	\$ 321,463.99
Donniker Construction	Bid Rejected
Robert Burns Construction	\$ 323,892.92

WHEREAS, two bids were rejected for failing to include the mandatory addenda acknowledgements; and

WHEREAS, staff recommends awarding the contract for the 2010 Alley Reconstruction Project to the low bidder, George Reed, Inc., of Lodi, California.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the 2010 Alley Reconstruction Project to the low bidder, George Reed, Inc., of Lodi, California, in the amount of \$226,454.40.

Dated: February 17, 2010

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I hereby certify that Resolution No. 2010-15 was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 17, 2010, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Mounce, and
Mayor Katzakian

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk